

ATTACHMENT A
SPECIAL APPROPRIATIONS AGREEMENT COVER
Non-Profit Organizations

THIS AGREEMENT is hereby made between the State of North Carolina, Department of Health and Human Services, Division of Public Health and Carolina Pregnancy Care Fellowship with an address at 5320 Old Plantation Circle, Winston-Salem, NC 27104.

This agreement consists of the following documents, which are incorporated herein by reference:

1. Attachment A – Special Appropriations Agreement Cover
2. Attachment B - General Terms and Conditions
3. Attachment C - Payment Request Form
4. Attachment D - Recipient Electronic Payment Form
5. Attachment E - W9 (Recipient to Attach)
6. Attachment F - State Grant- No Overdue Tax Debts
7. Attachment G - Conflict of Interest Policy
8. Attachment H - IRS Tax Exemption Letter (Recipient to Attach if applicable)
9. Attachment I - By-laws (Recipient to Attach)
10. Attachment J - List of Board Members (Recipient to Attach)
11. Attachment K - Scope of Work
12. Attachment L - Reporting Requirements

Effective Date: July 1, 2017

Termination Date: June 30, 2019

State Financial Assistance Award Amount: \$2,600,000 State Appropriations

Scope of work: As provided in the Conference Committee Report for S.L. S.L. 2017-57, Item #G-89, the recipient hereby intends to provide funding to Carolina Pregnancy Care Fellowship (CPCF). CPCF shall use \$800,000 to purchase durable medical equipment for clinics that apply to the Fellowship for such equipment. Up to thirty thousand dollars (\$30,000) in each year may be used by CPCF for administrative purposes. Up to \$170,000 may be used each year to provide grants to clinics for training on the use of durable medical equipment. The remaining \$300,000 is provided for the Human Coalition to develop and implement a two-year Continuum of Care pilot program at its Raleigh Clinic. The pilot program shall provide care coordination and medical support to women experiencing crisis pregnancies.

Reporting Requirements: The Division has determined that this is a subaward for financial assistance. Financial Assistance Contracts are subject to the Uniform Administration of State Awards, Oversight and Reporting Requirements for recipient and subrecipients described in N.C. General Statute § 143C-6-23(d) and in 09 NCAC 03M.205.

- (a) A non-governmental grantee who receives a combined \$500,000 or more funds from all state agencies must continue to submit a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as a Yellow Book audit, to Risk Mitigation and Audit Monitoring at NCGrantsReporting@dhhs.nc.gov **within 9 months** of the grantee's fiscal year end.
- (b) DHHS encourages all of its non-governmental grantees that receive funds from other state agencies or DHHS divisions to contact their assigned contract monitor(s) to determine if year-end reports must be submitted for those particular grants/awards.

ATTACHMENT B
GENERAL TERMS AND CONDITIONS

- A. The failure of either party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option or election herein, shall not be construed as a waiver of such terms, provisions, option or election in the future. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement are cumulative and in addition to the various remedies available in law or in equity.
- B. Choice of Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, are governed by the laws of North Carolina. The Recipient, by signing this Agreement, agrees and submits, solely for matters related to this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina.
- C. All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator.

DEPARTMENT	RECIPIENT
Leigh Hayden, Program Budget Analyst 2001 Mail Service Center Raleigh, N.C. 27699-2001 Telephone: 919 855-4859 Email: leigh.hayden@dhhs.nc.gov	Roberta "Bobbie" Meyer, State Director 5320 Old Plantation Circle Winston-Salem, NC 27104 704-281-8631 Email: directorcpcf@aol.com

- D. Availability of Funds. The parties to this contract agree and understand that the payment of the sums specified in this contract is contingent upon and subject to the availability of funds for this purpose.
- E. Payment Provisions. Upon execution of this contract, the Recipient may request and, upon approval by the Agency, receive a single payment for amounts up to one hundred thousand dollars (\$100,000). For grants-in-aid of more than one hundred thousand dollars (\$100,000) payments will be paid in quarterly installments, consistent with G. S. 143C-6-21.
- F. Effective Period: This contract shall be effective on July 1, 2017 and shall terminate on June 30, 2019.
- G. The Recipient shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
- H. The Recipient shall maintain its accounting records relating to the performance of the Services and this Agreement in accordance with generally accepted accounting procedures. Upon reasonable prior notice to Recipient, the Office of State Budget and Management may, during the term of this Agreement and for a period of up to six years following the expiration or termination for any reason of this Agreement, audit and copy such records.

- I. Antitrust Laws. This Agreement is entered into in compliance with all State and Federal Antitrust laws.
- J. Record Retention. The Recipient shall maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.
- K. The State Auditor and Office of State Budget and Management shall have access to persons and records as a result of all contracts or State financial assistance entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or State financial assistance entered into by State agencies or political subdivisions.
- L. Assignment. This Agreement or any interest therein shall not be assigned or transferred by the Contractor.
- M. The term of this Agreement shall begin on the effective date described in Article I and shall terminate upon the earlier of (1) completion of all required services, or (2) an earlier termination as provided for in paragraph B below.
- N. Either Party may, upon sixty (60) days prior written notice to the other party, terminate all or any portion of this Agreement or the services required to be performed herein without cause.
- O. The Department of Health and Human Services may, by written notice, immediately terminate all or any portion of this Agreement or the Services for cause in any of the following circumstances:
 - (1) Recipient breaches any obligation hereunder, or fails to make progress sufficient to assure performance of this Agreement or any of the Services;
 - (2) Recipient is adjudged insolvent or bankrupt; Contractor makes an assignment for the benefit of creditors; or the appointment of a receiver, liquidator or trustee of any of Contractor's property or assets.
- P. Neither party shall be liable, or deemed to be in default, for any delay, interruption or failure in performance under this Agreement resulting directly or indirectly from acts of God, acts of civil or military authority; fires, floods; accidents, explosions, earthquakes, strikes or labor disputes, loss or interruption of electrical power or other public utility, or delays in transportation or any cause beyond its reasonable control.
- Q. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.
- R. Per SL 2017-57, Section 11E.13, Funds allocated to the Human Coalition shall be used to develop and implement a two-year pilot program at its Raleigh clinic to provide a continuum of care and support to assist women experiencing crisis pregnancies to continue their pregnancies to full term. These funds shall be used for nonsectarian purposes only.
The pilot program authorized shall consist of at least all of the following components:
 - (1) The use of care coordinators to perform the following functions:
 - a. Assess the immediate challenges causing a program participant to seek abortion and eliminate these challenges by assisting the program participant in connecting to appropriate resources. The

care coordinator shall personally assist a program participant in connecting to appropriate resources, when appropriate.

b. Introduce each program participant to a trained mentor who will continue to guide the program participant toward positive lifestyle changes.

(2) The use of licensed nursing staff in the Human Coalition's Raleigh clinic to provide medical support to program participants.

(3) Close collaboration between care coordinators and licensed nursing staff during initial counseling sessions in order to accomplish the following:

a. Appropriately introduce continuum of care services available through the pilot program.

b. Create individual care plans for program participants and their families to help build a stable family life for the duration of the pregnancy. Care plans should identify and address any further challenges identified by care coordinators with encouragement and additional resources

Signatures follow on the next page

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Department of Health and Human Services:

By:

[Redacted Signature]

10/4/2017
(Date)

Cynthia Henderson, Program Analyst
Signature Authority Name/Title

Carolina Pregnancy Care Fellowship

By: _____

9-28-17
(Date)

[Redacted Signature]
Signature Authority Name/Title

ATTACHMENT C

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES SPECIAL APPROPRIATION (SA) Payment Request Form

I. Recipient Information (Make sure information is complete & accurate)

A. Recipient: Carolina Pregnancy Care Fellowship
 B. Address: (Complete Mailing, including suite if applicable) _____
 C. City _____ State _____ Zip _____
 D. Contact's Name: _____
 Position in Organization: _____
 E. Phone No: (____) _____ - _____
 F. Kind of Organization: _____

Government ☐
 Partnership ☐

II. Payment Allocation

A. SFY 2017-2018 Amount: \$ 1,300,000

B. Amount Request this Payment: \$ 325,000

C. Funds Requested to Date: \$ _____

D. SA Balance (if applicable): \$ _____

Corporation ☐ Trust _____
 Unincorporated Association ☐
 Other ☐

G. Purpose: As provided in the Conference Committee Report for S.L. S.L. 2017-57, Item #G-89, the recipient hereby intends to provide funding to Carolina Pregnancy Care Fellowship (CPCF). CPCF shall use \$800,000 to purchase durable medical equipment for clinics that apply to the Fellowship for such equipment. Up to thirty thousand dollars (\$30,000) in each year may be used by CPCF for administrative purposes. Up to \$170,000 may be used each year to provide grants to clinics for training on the use of durable medical equipment. The remaining \$300,000 is provided for the Human Coalition to develop and implement a two-year Continuum of Care pilot program at its Raleigh Clinic. The pilot program shall provide care coordination and medical support to women experiencing crisis pregnancies.

III. Period Ending: (check one) One-time payment ☐ (Jul-Sept) X ☐
 Semi-annual (Jan-Jun) ☐ (Oct-Dec) ☐
 Semi-annual (Jul-Dec) ☐ (Jan-Mar) ☐
 (Apr-Jun) ☐

IV. Match Required (check one): Yes ☐ No ☒ On a _____ to _____ basis.

If matching required, is cash match in hand? Yes ☐ No ☐

If match not on hand, by what date and from what source does the recipient expect to have the cash match?

V. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures will be properly documented, and will be valid expenditures of actual receipts; and that the financial assistance will be in full compliance with G.S. 143C-6-21 through G.S. 143C-5-23. FORM MUST BE NOTARIZED

 Recipient Fiscal Officer or Other Official

Printed Name

Date

 Notary Public (Official Seal)

Printed Name

Date

KIMBER GULISANO

Notary Public

Davie Co., North Carolina

My Commission Expires Feb. 6, 2019

For DHHS Use Only

Recipient/Tax ID #: _____ Center: _____ Fiscal Year: _____

Department or Division Budget Officer

Date

Department Official/Manager

Date

RECIPIENT ELECTRONIC PAYMENT FORM - ATTACHMENT D

Office of the State Controller

Return to: OSC Support Services Center

Address: 1410 Mail Service Center
Raleigh, NC 27699-1410



Recipient Electronic Payment Form

Email: osc.support.services@osc.nc.gov

Telephone: 919-707-0795

Fax: 919-981-5561

☒ New Add Request

☐ Change Existing ePay Account

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must complete this form, attach a voided check, and return via mail, e-mail, or fax to the information listed above.

PRINT the following information.

FAX or E-MAIL ADDRESS for payment notification.

(Place a check mark in front of the method that you prefer.)

Payee Name:	CAROLINA PREGNANCY CARE FELLOWSHIP	Required E-mail Address:	bookkeeper@pccf@aol.com
Federal ID #/SSN #:	[REDACTED]	If you would like to receive remittances via fax, please check the box below. Otherwise remittances will be sent via E-mail.	<input checked="" type="checkbox"/> director@pccf@aol.com
Payee Address for Applicable Accounts:	OR PO Box 3888 CHARLOTTE, NC 28378 5320 OLD PLANTATION CIR WINSTON SALEM, NC 27104	<input type="checkbox"/> FAX Number:	
Bank Name:	[REDACTED]	Print Name and Title:	ROBERTA S MEYER STATE DIRECTOR
Bank Routing Number:	[REDACTED]	Contact Phone Number:	704-281-8631
<input type="checkbox"/> Checking Acct #:	[REDACTED]	<input type="checkbox"/> Savings Acct #:	

ATTACH VOIDED CHECK OR PROVIDE A BANK LETTER WITH ACH ROUTING/ACCOUNT INFO

I acknowledge that electronic payments to the designated account must comply with the provisions of U.S. law, as well as the requirements of the Office of Foreign Assets Control (OFAC). Check one of the following:

- ☒ I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is not subject to being transferred to a foreign bank account.
- ☐ I affirm that, regarding electronic payments the State of North Carolina may remit to the financial institution for credit to the account that I have designated, the entire payment amount is subject to being transferred to a foreign bank account. I understand that any electronic payments that may be remitted to me may be labeled with "IAT" as the standard entry class. I acknowledge that availability of funds credited to the account will be subject to my receiving financial institution's policies and procedures. I also understand that the remitting agency may elect to remit future payments to me via paper check instead of electronically.

I authorize the Office of the State Controller to initiate direct deposit entries each pay period, and if necessary, adjustments for any direct deposit entries in error, to the financial institution and account identified on the attached certification document. I understand and accept the conditions of participation in the direct deposit program. This authority will remain in effect until I cancel it in writing.

SIGNATURE: [REDACTED]

DATE: 9/19/17

Print or type
See Specific Instructions on page 2

[illegible]

Date ► 9/19/17

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Carolina Pregnancy Care Fellowship

September 18, 2017

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the Carolina Pregnancy Care Fellowship does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Victoria Miglin and Roberta Meyer being duly sworn, say that we are the Board Chair and State Director respectively, of Carolina Pregnancy Care Fellowship of Winston Salem in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Board Chair

State Director

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires:

Feb 6, 2019

If there are any questions, please contact the state agency that provided your grant.

KIMBER GULISANO
Notary Public
Davie Co., North Carolina
My Commission Expires Feb. 6, 2019

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

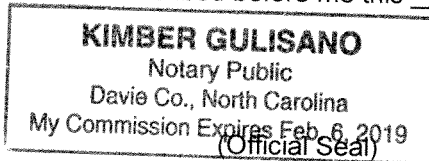
ATTACHMENT G
CONFLICT OF INTEREST ACKNOWLEDGEMENT AND POLICY

State of North Carolina
County Rowan

I, Kimber Gulisano, Notary Public for said County and State, certify that
Roberta Meyer personally appeared before me this day and acknowledged
that she is State Director of Carolina Pregnancy Care Fellowship
[name of Organization]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy
was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the 15 day of
September, 2017.

Sworn to and subscribed before me this 18 day of September, 17.



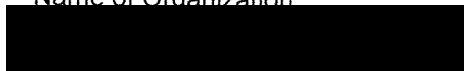
Notary Public

My Commission expires Feb 6, 2019, 20 18

Instruction for Organization:

Sign and attach the following pages after adopted by the Board of Directors/Trustees or other governing body OR replace the following with the current adopted conflict of interest policy.

Carolina Pregnancy Care Fellowship
Name of Organization



Signature of Organization (Official)

Conflict of Interest Policy

Employees and board members have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Carolina Pregnancy Care Fellowship wishes its business to operate. The purpose of these guidelines is to provide general direction so that board members and employees can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when a board member or an employee is in a position to influence a decision that may result in personal gain or gain for a relative as a result of the Carolina Pregnancy Care Fellowship's business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the board member or employee is similar to that of persons who are related by blood or marriage.

No presumption of a conflict is created by the mere existence of a relationship with outside firms. However, if a board member or an employee has any influence on any material business transactions, it is imperative that he or she discloses to an officer of the organization as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where a board member, an employee, or a relative has a significant ownership in a firm with which the Carolina Pregnancy Care Fellowship does business, but also when a board member, an employee, or a relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Carolina Pregnancy Care Fellowship.

Approved 12/08

Conflict of Interest Policy

Signature Page

Policy: No member of the Carolina Pregnancy Care Fellowship's Board of Directors, or any of its committees, staff members or volunteers shall derive any personal profit or gain, directly or indirectly, by reason of his/her participation with the CPCF. Each person shall disclose any personal interest in which he or she may have in any matter pending before the CPCF, and shall refrain from participation in any decision on such matter. The minutes from the board meetings shall reflect the disclosed information and that the Board member refrained from voting.

Board members, employees, and members of employees' immediate families are prohibited from accepting gifts, monies or gratuities from the following:

1. Persons receiving benefits or services from the organization;
2. Any person or entity performing or seeking to perform services under contract with the organization; and
3. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Procedure:

I certify that I have read the above policy and will abide by it. Except as described below, I am not now, or at any time during the past year have been:

1. A participant, directly or indirectly, in any arrangement, agreement, investment or other activity with any vendor, supplier or other party doing business with the CPCF which has resulted, or could result, in personal benefit to me.
2. A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind, or any free service or discounts or other fees from or on behalf of any persons or organizations engaged in any transaction with the CPCF. Any exceptions to 1 or 2 above are stated below with a full description of the transactions and of the interest, whether direct or indirect, which I have or have had during the past year in the persons or organizations having transactions with the CPCF.

Date: _____

Signature: _____

Printed Name: _____

CONFLICT OF INTEREST POLICY EXAMPLE

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/recipients, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a recipient where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

##Recipient Name##

Name of Organization

Carolina Pregnancy Care Fellowship

Signature of Organization Official

9/19/17

Date

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 04 1998

Employer Identification Number:

DLN:

CAROLINA PREGNANCY CARE FELLOWSHIP
1311 EAST MOREHEAD ST STE 5
CHARLOTTE, NC 28204

Contact Person:

D. A. DOWNING

Contact Telephone Number:

(513) 241-5199

Accounting Period Ending:

December 31

Foundation Status Classification:

509(a)(1)

Advance Ruling Period Begins:

February 25, 1998

Advance Ruling Period Ends:

December 31, 2002

Addendum Applies:

No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

BYLAWS OF CAROLINA PREGNANCY CARE FELLOWSHIP

ARTICLE I: NAME

The name of the Corporation shall be Carolina Pregnancy Care Fellowship hereinafter called the "Corporation."

ARTICLE II: OFFICES

The principle office and registered agent of the Corporation shall be located in Winston-Salem, NC. The Corporation may have such other offices, within North Carolina as may be designated by the Board of Directors, or as shall be appropriate or necessary for the conduct of the affairs of the Corporation.

ARTICLE III: MEMBERS

SECTION 1: GENERAL RIGHTS AND POWERS

Except as otherwise provided by law, by the Articles of Incorporation, or by these bylaws, the number, classes, qualifications, rights, privileges, dues, fees, responsibilities, and the provisions governing the withdrawal, suspension, and expulsion of members shall be determined by the Board of Directors. Except as may otherwise be required by law, the Articles of Incorporation, or these bylaws, any rights of members to vote and any right, title or interest in or to the Corporation, its membership, except that liability of a member for sum due the Corporation shall survive such termination unless otherwise expressly provided by the Board of Directors.

SECTION 2: QUALIFICATIONS FOR MEMBERSHIP

Faith-based Pregnancy Centers, Maternity Homes, and Adoption Agencies which are registered in the State of North Carolina and which are or would be eligible to be tax-exempt under Section 501(c)(3) or successor provisions of the Internal Revenue Code will be eligible for membership in the Corporation, subject to any additional standards which may be set by the Board of Directors.

Membership requires Pregnancy Centers, Maternity Homes, and Adoption Agency Board of Directors agree with the Corporation's-Statement of Faith and Commitment of Care and Competency.

As faith-based members of the Corporation all members are expected to conduct their organizations according to biblical principles.

Membership in the Corporation requires annual dues be paid in a timely manner according to pay scale set by the Board of Directors.

SECTION 3: COMPENSATION

No member shall receive any compensation for his or her service in such capacity, except that the Board of Directors may by resolution provide for reimbursement for actual disbursements expended on behalf of or in service to the corporation and according to policies authorized by the Board of Directors.

ARTICLE IV: PURPOSES AND LIMITATIONS

SECTION 1: GENERAL PURPOSES

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes within the meaning of section 501 (c) (3) of the Internal Revenue Code.

SECTION 2: SPECIFIC PURPOSES

The Corporation equips, encourages and networks pregnancy care organizations in North Carolina.

Therefore, the purpose of Carolina Pregnancy Care Fellowship is to provide encouragement to Pregnancy Centers, Maternity Homes and Adoption Agencies by providing forums for the exchange of ideas and information, spiritual growth, fellowship and networking.

SECTION 3: LIMITATION ON PRIVATE INUREMENT

The property of the Corporation is irrevocably dedicated to non-profit purposes. No part of the net earnings or assets of the Corporation shall inure to the benefit of, or be distributed to its members, Directors, Trustees, Officers or other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.

SECTION 4: LIMITATION ON POLITICAL ACTIVITIES

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

SECTION 5: LIMITATION UPON DISSOLUTION

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

SECTION 6: OTHER LIMITATIONS

Notwithstanding any other provision of these bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or (b) by a Corporation,

contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE V: DIRECTORS

SECTION 1: GENERAL POWERS

The property, business, and affairs of the Corporation shall be overseen by its Board of Directors in accordance with these Bylaws and the purposes of the Corporation.

The Board is responsible for overall policy and direction of the Corporation and delegates responsibility for day-to-day operations to the Executive Director. Specific powers of the Board of Directors include but are not limited to:

- a. defining the mission, goals, and objectives of the Corporation, and assigning priorities among the goals and objectives when needed
- b. selecting the Corporation's Executive Director and periodically reviewing his/her performance
- c. responsible for determining required staff positions and salaries and approving major personnel policies
- d. reviewing and approving the Corporation's budget
- e. raising the financial resources required to meet the Corporation's goals and objectives, as coordinated by the Executive Director, and establishing general fund raising policies
- f. conducting a biennial review and evaluation for the Corporation's performance of the goals and objectives of the highest priority

SECTION 2: NUMBER AND TENURE

The number of Directors shall not be less than five or greater than eleven. The number of Directors may be changed by a vote of a majority of the entire Board. The term for Directors shall be three years. Directors may serve no more than two consecutive terms followed by a mandatory one year off before re-nomination.

SECTION 3: COMPOSITION OF THE BOARD:

The members of the Board shall be selected to serve as individuals and not as official representatives of any Pregnancy Center, Maternity Home or Adoption Agency or social organization.

Members of the Board shall have a demonstrated commitment to the Corporation's mission.

Members of the Board shall have served a minimum of two years in an executive leadership capacity.

Executive Directors/CEO's of Pregnancy Centers, Maternity Homes or Adoption Agencies must maintain the majority of members at all times.

SECTION 4: ELECTION AND REMOVAL

Election to the Board of Directors shall be made by a two-thirds vote of the existing Board of Directors. Re-election of a Director to a second consecutive term shall also be made by a two-thirds vote of the other Directors. At any regular meeting of the Board, or at a meeting called for the purpose, any Director may, by vote of two-thirds of the entire Board, be removed from the Board with or without cause, and another may be elected in the place of the person so removed to serve for the remainder of the term. A member of the Board should resign by written notice to the Board. No one may be nominated without his or her consent.

SECTION 5: VACANCIES

Any vacancy occurring to the Board of Directors or created by an increase in the number of Directors may be filled by a two-third vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the un-expired term of the predecessor in office.

SECTION 6: MEETINGS

A majority of the total membership of the Board at any meeting shall constitute a

quorum, provided that at the annual meeting, meeting to elect members to the Board of Directors, to elect Officers, and to approve the budget, a quorum shall constitute two-thirds (2/3) attendance of the total membership of the Board.

Regular meetings of the Directors shall be set at a minimum of at least quarterly. The annual meeting shall be held in August each year. Special meetings may be called by the Chairman of the Board, or two Directors. The person or persons calling a special meeting of the Board of Directors shall give a notice of at least one week by any usual means of communication to all board members. Any meeting may be dispensed with at the discretion of the board. A Director may attend a special or regular meeting by telephone conference or similar communications equipment provided all persons participating in the meeting are able to communicate with each other at the same time.

The Board may take action without a meeting provided each Director consents to such action in writing or approves such action at a subsequent regular or special meeting. Consent in writing includes communications by electronic mail, facsimile or other electronic communication.

Any Director may waive notice of any meeting. The attendance by a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the expressed purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 7: VOTING POWERS

Each member of the Board shall have one vote.

The Executive Director shall be considered an "ex officio" (non-voting) member of the Board.

Voting by proxy shall not be allowed

SECTION 8: COMPENSATION

The Executive Director may be paid such reasonable compensation as the Board of

Directors or its Executive Committee may authorize and direct. No other Officer who is a member of the Board of Directors may receive any compensation, except as reimbursement for actual disbursements expended on behalf of or in service to the Corporation and according to policies authorized by the Board of Directors.

ARTICLE VI: OFFICERS

SECTION 1: OFFICERS

The Officers of the Corporation shall consist of a Chairman, Vice-Chairman, Recording Secretary, Treasurer, Executive Director and any Vice-Chairs as the Board of Directors may appoint. Any two or more offices may be held by the same person, but no Officer may act in more than one capacity where action of two or more Officers is required.

Any of these offices may be combined except Chairman, Vice-Chairman, and Treasurer.

SECTION 2: TERMS OF OFFICE

The terms of Officers shall be one year. Officers shall be elected at the Annual Meeting. If necessary to fill offices that have become vacant, the Board may elect Officers at any regular meeting.

SECTION 3: CHAIRMAN

The Chairman shall preside over all meetings of the Board of Directors and shall perform the following duties and responsibilities.

- a. approves agenda, **follows Roberts Rules of Order**
- b. appoint the chairpersons of all Board committees and serve as liaison for the Corporation's Board, its committees and the staff
- c. maintain liaison as needed with foundations supporting the Corporation and other potential funding sources
- d. facilitate and coordinate the Board's discharge of its responsibilities as set forth in the bylaws and by Board resolutions
- e. such other responsibilities as provided in the Corporation's bylaws or as

directed by the Board

- f. Encourages and motivates the Executive Director in team-like workmanship
- g. Evaluates organization for effectiveness and ensures consistent evaluation of staff and services
- h. Monitors board activity, making sure the board fulfills its legal, moral and ethical responsibilities, follows the Bylaws and Articles of Incorporation, and the Corporation's policy and procedures

SECTION 4: VICE-CHAIRMAN

- a. Second in command following the Chairman
- b. In the absence or disability of the Chairman, the Vice-Chairman shall perform his/her duties
- c. Assist the Chairman as requested
- d. Facilitates the evaluation of the Board and its members

SECTION 5: SECRETARY

- a. Keep minutes for all Board meetings and Executive Committee meetings including votes, and resolutions adopted by the Board
- b. Issuing of notices for the annual meeting and for meetings of the Board of Directors
- c. Filing of all reports required by governmental authorities
- d. Updates and maintains all the legal and official documents of the Corporation such as Bylaws, Articles of Incorporation, and other corporate filings

SECTION 6: TREASURER

- a. Oversee the custody of all funds, securities and assets of the Corporation
- b. Prepare and distribute monthly financial reports for the Board
- c. Assure that all of the Corporation's financial obligations and policies are being followed

- d. Assure that any financial audits are properly prepared by financial professional
- e. If applicable, chair the finance committee
- f. Assist in the preparation of the organization's budget
- g. Ensure the proper and timely preparation of the federal and state tax returns
- h. Assist the Executive Director with procedures for daily financial operations

SECTION 7: ASSISTANT TREASURER

- a. In the absence of the Treasurer or in the event of his or her death, inability or refusal to act, the Assistant Treasurer, who shall be appointed by the Chairman of the Board unless otherwise determined by the Board of Directors, shall perform the duties of the Treasurer, and when so acting shall have all the powers of and be subject to all the restrictions upon the Treasurer.
- b. He or she shall perform such other duties as may be assigned to them by the Board of Directors or by the Treasurer.

SECTION 8: EXECUTIVE DIRECTOR

- a. Shall direct and execute all decisions of or programs adopted by the Board of Directors
- b. Shall act as the Chief Executive Officer of the Corporation
- c. Shall serve as Assistant Secretary and when so acting shall have all the powers of and be subject to all the restrictions upon the Secretary
- d. Serves as an ex officio (non-voting) member of the Board of Directors and serves on the Executive Committee of the Board of Directors if an Executive Committee exists
- e. Responsible for the day-to-day operations of Corporation in accordance with the mission and bylaws of the organization
- f. Responsible for carrying out the organizations mandates and directions as set by the board; and is subject to supervision and an annual review by the Board

of Directors

g. Duties shall include but not limited to:

- a. The hiring and discharging of all employees
- b. The execution of contracts or other instruments on behalf of the Corporation except in cases where the execution thereof is expressly delegated by the Board of Directors or by the bylaws to some other Officer or agent of the Corporation

SECTION 8: COMPENSATION OF OFFICERS

The Executive Director may be paid such reasonable compensation as the Board of Directors or its Executive Committee may authorize and direct. No other Officer who is a member of the Board of Directors may receive any compensation, except as reimbursement for actual disbursements expended on behalf of or in service to the Corporation and according to policies authorized by the Board of Directors.

ARTICLE VII: COMMITTEES

The Board of Directors may create committees, including an Executive Committee. The Chairman of the Board shall appoint the chairpersons of all committees of the Board. The designation of any committee and the delegation thereto of authority shall not relieve the Board of Directors, or any member of the Board, of any responsibility or liability imposed upon it or him or her by law. A majority of any such committee, if the committee is composed of more than two members, may determine its action and fix the time and place of its meetings, unless the Board of Directors shall provide otherwise.

SECTION 1: EXECUTIVE COMMITTEE

The Executive Committee is composed of the Officers of the Board of Directors and the Executive Director and is authorized and empowered to deal with all matters referred to it by the Board of Directors. In emergency matters that may arise between meetings of the Board, the Executive Committee shall be empowered to conduct

business not in conflict with policy set by the Board and to report to the Board thereon.

ARTICLE VIII: MISCELLANEOUS PROVISIONS

SECTION 1: INDEMNIFICATION

Every person who is or shall have been a Director or Officer of the Corporation and his or her personal representatives shall be indemnified by the Corporation against all costs and expenses reasonably incurred by or imposed upon him or her in connection with or resulting from any action, suit, or proceeding to which her or she may be made a party by reason of his or her being or having been a Director or Officer of the Corporation or of any subsidiary or affiliate thereof, except in relation to such matters as to which he or she shall finally be adjudicated in such action, suit, or proceeding to have acted in bad faith and to have been liable by reason of willful misconduct in the performance of his or her duty as such Director or Officer. "Costs and expenses" shall include, but without limiting the generality thereof, attorney's fees, damages, and reasonable amounts paid in settlement.

SECTION 2: FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January each year and shall end on the thirty-first day of December each year, unless otherwise determined by the Board of Directors.

SECTION 3: CORPORATE SEAL

The official seal of the Corporation shall have inscribed thereon the name of the Corporation. The official seal shall also contain such other words or figures as the Board of Directors may determine. The official seal may be used by placing, by any process whatsoever, an impression, facsimile, or other reproduction of said official seal.

SECTION 4: CONFLICT OF INTEREST

No contract or other transaction between the Corporation and one or more of its Directors or Officers, or between the Corporation and any other Corporation, firm, association or other entity in which one or more of the Directors or Officers are Directors or Officers, or have a substantial financial interest, shall be approved by a vote of the Board or any committee thereof if such Director or Officer is present at the meeting of the Board, or of a committee thereof, which authorizes such contract or transaction, or his or her votes are counted for such purpose, unless:

- a. The material facts as to such interest in such contract or transaction and as to any such common Directorship, Officership, or financial interest are disclosed in good faith or are known to the Board or committee, and the Board or committee authorizes such contract or transaction by unanimous written consent, provided at least one Director so consenting is disinterested, or by a majority vote without counting the vote or votes of such interested Director or Officer even though the disinterested Director is less than a quorum; or
- b. The material facts as to such interest in such contract or transaction and as to any such common Directorship, Officership, or financial interest are disclosed in good faith or are known to the Directors entitled to vote thereon, if any, and such contract or transaction is authorized by a majority vote of such Directors

SECTION 5: AMENDMENTS

The bylaws may be altered, amended, or repealed and new Bylaws adopted upon the affirmative vote of two-thirds (2/3) of the total membership of the Board of Directors at any regular or special meeting of the Board. Written notice of the proposed action and vote, and the content thereof, be included with the call of meeting.

These Bylaws adopted by the Board of Directors on this 12th day of November 1997

Revised and amended by the Board of Directors on this 25th day of April 2008

Revised and amended by the Board of Directors on this 15th day of August 2008

Revised and amended by the Board of Directors on this 29th day of April 2011

Revised and amended by the Board of Directors on this 4th day of May 2012

Revised and amended by the Board of Directors on this 9th day of August 2014

Carolina Pregnancy Care Fellowship

Board of Directors

Chairman

Vicki Miglin, Executive Director
Pregnancy Resource Center of Statesville
1710 B Davie Ave
Statesville, NC 28677

Vice Chairman

Susan Sturgill, Director
Wilkes Pregnancy Care Center
1224 School Street.
Wilkesboro, NC 28697

Secretary

Denise Garnes, Director
Caring Hearts Pregnancy Center
135 Seventh Street
Taylorsville, NC 28645

Treasurer

Crystal Regan, Executive Director
Pregnancy Care Center
4264 N Highway 16
Denver, NC 28037

Mary Fainn, Executive Director
GATE Pregnancy Resource Center
3824 NC Highway 49 S
Harrisburg, NC 28075

Tonya Baker Nelson, Executive Director
Hand of Hope Pregnancy Centers
607 Ennis Street
Fuquay-Varina, NC 27526

Laura Strabley, Executive Director
Carolina Pregnancy Center
1012 Charles Blvd.
Greenville, NC 27835

ATTACHMENT K SCOPE OF WORK

Services, Objectives and Expected Results

Grantee Name:	Carolina Pregnancy Care Fellowship
Project/Activity Title:	Medical Clinic Project
Period Covered:	July 1 2017 through June 30, 2018 <i>2019</i>

Grant Award (\$). *These funds are to be utilized for (cite purpose as stated in Appropriation Bill or Conference Committee Report). In compliance with the requirements of G.S. 143C-6-23, The following is a description of activities and accomplishments to be undertaken by our organization using the provided state funding:*

Grantee is to complete the following section:

As provided in the Conference Committee Report for S.L. S.L. 2017-57, Item #G-89, the recipient hereby intends to provide funding to Carolina Pregnancy Care Fellowship (CPCF). CPCF shall use \$800,000 to purchase durable medical equipment for clinics that apply to the Fellowship for such equipment. Up to thirty thousand dollars (\$30,000) in each year may be used by CPCF for administrative purposes. Up to \$170,000 may be used each year to provide grants to clinics for training on the use of durable medical equipment. The remaining \$300,000 is provided for the Human Coalition to develop and implement a two-year Continuum of Care pilot program at its Raleigh Clinic. The pilot program shall provide care coordination and medical support to women experiencing crisis pregnancies.

Grantee is to provide a general description of planned expenditures to serve as a guide for preparing an annual budget related to this award (add or delete categories if needed).

<u>Expenditure Category</u>	<u>Amount of Expenditure</u>
Employee Expenses (e.g. program related staffing):	\$ 36,000
Services/Contract Expenses (e.g. utilities, telephone, lease related expenses):	\$ 340,000
Goods Expenses (e.g. supplies and equipment):	\$1,600,000
Administrative Expenses (e.g. overhead and project management):	\$ 24,000
Other Expenses (Specify): Funding to Human Coalition	\$ 600,000
Total Expenses:	\$2,600,000

ATTACHMENT K – Human Coalition SCOPE OF WORK

Services, Objectives and Expected Results

Grantee Name:	Carolina Pregnancy Care Fellowship														
Project/Activity Title:	<i>Medical Clinic Project – Human Coalition</i>														
Period Covered:	July 1 2017 through June 30, 2019														
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